

BELLSOUTH® / CLEC Agreement

Customer Name: PNG Telecommunications, Inc. dba PowerNet Global Communications

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CLEC Agreement with:

**PNG Telecommunications, Inc. dba PowerNet Global
Communications**

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between PNG Telecommunications, Inc. dba PowerNet Global Communications and in Florida and South Carolina, PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a Cross Connect, ("PNG"), Ohio corporations on behalf of itself, and BellSouth Telecommunications, Inc. dba AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the KMC Data, LLC interconnection agreement for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee ("the MFN Agreement")

WHEREAS, PNG has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and KMC Data, LLC dated June 30, 2005 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, PNG and AT&T hereby agree as follows:

1. PNG and AT&T shall adopt in its entirety the KMC Data, LLC Interconnection Agreement dated June 30, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The KMC Data, LLC Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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Attachment 3 Amendment dated 12/14/2005	65
Georgia UNE Rate Remand Amd dated 3/31/2006	19
TOTAL	770

2. In the event that PNG consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of PNG under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the KMC Data, LLC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the General Terms and Condition of the KMC Data, LLC Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. PNG shall accept and incorporate any amendments to the KMC Data, LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

AT&T Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

PNG Telecommunications, Inc. dba PowerNet Global
Communications

Dennis Packer
100 Commercial Drive
Fairfield, OH 45014
(513) 645-4932

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Kentucky, AT&T
Louisiana, AT&T Mississippi, AT&T
North Carolina, AT&T South Carolina
and AT&T Tennessee

By: 

Name: Kristen E. Shore

Title: Director

Date: 8/7/07

PNG Telecommunications, Inc. dba
PowerNet Global Communications
and in Florida and South Carolina,
PNG Telecommunications, Inc. dba
PowerNet Global Communications
dba Cross Connect

By: 

Name: DENNIS PACKER

Title: GENERAL COUNSEL

Date: 8/3/07

EXHIBIT 1